

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Agreement") is entered into as of December 23, 2011, by and among Atlantic Richfield Company, a Delaware corporation (the "Depositor"), the Colorado Division of Reclamation Mining and Safety, a Colorado public agency ("DRMS"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association as escrow agent (and any successor escrow agent appointed pursuant to the terms of this Agreement, the "Escrow Agent").

WHEREAS, the United States Environmental Protection Agency, Region 8 ("EPA") issued a Unilateral Administrative Order for Removal Action, Docket No. CERCLA-08-2011-0005, dated March 16, 2011 ("UAO") for the Rico-Argentine Site in Dolores County, Colorado (the "Site"), pursuant to which Depositor has certain obligations to perform environmental response actions at the Site;

WHEREAS, DRMS has established the Colorado Inactive Mine Reclamation Program (the "CIMRP") to address the hazards and environmental problems that may arise from abandoned mines in Colorado;

WHEREAS, Depositor and EPA seek to utilize DRMS's expertise in underground mine assessment and hydrogeologic investigations, including expertise gained through implementation of the CIMRP, to improve conditions inside certain underground mine workings associated with the Site, so that further work can be performed to identify possible sources of water entering the mine workings at the Site;

WHEREAS, DRMS, through its CIMRP, is required to cooperate with other Colorado agencies and institutions in the implementation of the Colorado Mined Land Reclamation Act, Colo. Rev. Stat. §§ 34-32-101 *et seq.*, and the Colorado Surface Coal Mining Reclamation Act, Colo. Rev. Stat. §§ 34-33-101 *et seq.*;

WHEREAS, DRMS, through its CIMRP, is authorized and directed under Colo. Rev. Stat. § 34-33-133 to, among other things, apply for, receive, and expend grant moneys or other funds for the development, administration, and fulfillment of the requirements of an abandoned mine reclamation program;

WHEREAS, DRMS will engage a qualified and experienced contractor or contractors to perform certain subsurface investigations and rehabilitation measures at or in the vicinity of the Site for the purpose of facilitating some of the hydrogeologic investigations required by EPA under the UAO (the "Work");

WHEREAS, the specific tasks comprising the Work and the estimated costs for each task are set forth in the document titled "Scope of Work: Rehabilitation Measures to Facilitate Continuing Hydrologic Investigations in the Blaine and Argentine Tunnels, Rico, Colorado", a copy of which is attached hereto as Exhibit A (the "SOW");

WHEREAS, Depositor has agreed to establish an interest-bearing escrow account and deliver sufficient funds into such escrow account as may be needed for payment of costs

incurred by DRMS's contractor or contractors and charged to DRMS for the performance of the Work, as specified in the SOW (the "Expenses"); and

WHEREAS, the Depositor has selected the Escrow Agent, and Escrow Agent agrees to serve as the escrow agent for such escrow account under this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DEPOSIT OF ESCROW PROPERTY.** Within one hundred eighty (180) days after the date hereof (the "Final Payment Date"), Depositor shall deliver to the Escrow Agent the total amount of \$740,000.00 (the "Escrow Amount") by wire transfer of immediately available funds, the receipt of which shall be acknowledged by the Escrow Agent. Depositor may deliver portions of the Escrow Amount to the Escrow Agent in the form of installment payments at any time prior to the Final Payment Date, provided that Depositor shall deliver an initial payment of at least \$500,000 to the Escrow Agent no later than fourteen (14) days after the date hereof. The Escrow Agent shall deposit the Escrow Amount in a separate account (the "Escrow Account"). The Escrow Agent shall hold the Escrow Amount, together with all investments thereof, additions thereto, and all income accumulated thereon and proceeds therefrom (the "Escrow Property"), in escrow upon the terms and conditions set forth in this Agreement and shall not withdraw or invest the Escrow Property from the Escrow Account except as expressly provided herein.

2. **INVESTMENT OF ESCROW PROPERTY.**

(a) The Escrow Agent is hereby directed to deposit and invest the Escrow Property in the U.S. Bank Money Market Savings Account. Depositor acknowledges that the U.S. Bank Money Market Savings Account is a U.S. Bank National Association interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit with U.S. Bank. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates currently offered on the accounts are determined at U.S. Bank's discretion and may be tiered by customer deposit amount. The owner of the accounts is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts (including the U.S. Bank Money Market Savings Account) are FDIC Insured, as determined under FDIC Regulations, up to applicable FDIC limits. Escrow Agent shall thereafter hold, maintain, and utilize the Escrow Property pursuant to the terms and conditions of this Agreement. The recipient of any interest on the Escrow Amount will provide Escrow Agent with a W-9 or W-8 IRS tax form prior to the disbursement of such interest to the recipient, if applicable. To the extent the Escrow Agent invests any funds in the manner provided for in this Section 2(a), Escrow Agent shall have no liability for any loss arising from or related to any such investment, other than pursuant to the terms hereof.